## SAGAR FOREST DIVISION.

*Notification dated 7th November* 1930.

It is hereby informed for general information that the exclusive right of collecting the Minor Forest Produce except bees-wax on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved Lands and Plantations of Sagar Taluk for the period ending with the 30th June 1932 will be resold by public auction on the 20th November 1930 at Sagar (in the District Forest Office) by the Deputy Commissioner, Shimoga, or any other officer deputed by him with the help of the District Forest Officer, at the risk of the original purchaser as he has failed to furnish the required deposit and execute bond as per column 9 of the Notification, dated 19th July 1930 calling for tenders according to which the tender offered by him was accepted, subject to the following conditions :—

REMARKS.—Excludes the produce of inam, jodi, kayamgutta, sarvamanya, kandayam and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavtana and other lands set apart for communal purposes :—

1. Hunse, 2. Mavu, 3. Seege, 4. Cocoanut, 5. Hippe, 6. Neralu, 7. Halasu, 8. Jali, 9. Honge seeds and leaves, 10. Byala.

*N.B.*—(1) The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

***Description of produce.***

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|---|---|---|
| Tamarind fruit | Mrsani buds | Chilldabija |
| Seege kayi | Halmaddi | Chagachebija |
| Gum | Hulgal seeds | Guggala |
| Kapilarang | Chinnamon seeds | Nim seeds |
| Gerubija or marking nut | Vetakuli | Cashewnut |
| Wood apple | Bende fibre | Pappalichakke |
| Lichens | Wild olive | Hippe seeds |
| Maradipoppu or charpoppu | Silk cotton | Mango fruits |
| Horns | Kirichal (State Forest) | Kalluhuvu |
| Hides | Pith | Makliberu (State Forest) |
| Tarikayi | Linseed | Sogadeberu do |
| Kanchagache | Bolar bark | Kakkekayi |
| Gallnut | Pot stone | Somechekke |
| Antavaladakai | Rampatre or kanpatre | Lebi fruit |
| Guricharlu | Jungle saffron | Inglara |
| Wild castor seeds | Patanga | Nili seeds |
| Kan pepper | Bones | Nuz-vomica |
| Kan cardamom | Madddi | |

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the Taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

5. The Highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests and the Conservator of Forests, Shimoga, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The successful bidders shall immediately after the close of the sale, credit in to the Sagar Taluk Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the District. In default, the deposit will be forfeited and the right resold.

Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer, on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit, in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

*Note.*—(*i*) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer, Sagar, and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at the District Forest Office, Sagar.

10. The balance of three-fourths of sale amount will be paid in three equal instalments as follows :—

| | | |
|---|---|---|
| First khist | on or before | 1st January 1931. |
| Second | do | 1st March 1931. |
| Third | do | 1st July 1931. |

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law in force for the time being. Interest at 9 per cent per annum will be charged on all belated payments and arrears of lease permitted to be paid after due date but before resales.

Further conditions to be entered in the agreement are—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sub-let it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer, through the Range Forest Officer and fresh supply obtained.

*Note.*—(1) Forest forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may

be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1932; all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees which collecting the minor Forest produce any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part of both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

P. KRISHNASWAMI RAO,
*District Forest Officer.*

## BANGALORE DISTRICT.

*Dated 30th October* 1930.

It is hereby notified for general information that a jalari log measuring 7'-6" long and 4'-6" in girth found in the District Jungle, by Guard Raja Rao, when he was patrolling the jungle, near Muvinahalli foot-path under Giddiayanabande, is now kept at Sampigehalli.

Persons claiming the ownership of this log should present themselves to the Range Officer, Anekal at Kaglipur, within a month from the date of this notification and prove their ownership, failing which the log shall be declared to be the property of Government under section 40 of the Mysore Forest Regulation.

B. N. IYENGAR,
*District Forest Officer.*

## OFFICE OF THE VICE-PRINCIPAL IN CHARGE GOVERNMENT EXPERIMENTAL FORM, HEBBAL, BANGALORE.

*Auction Sale Notice dated 6th November* 1930.

Two pairs of bullocks belonging to the Government Experimental Farm, Hebbal will be sold by public auction on Saturday the 15th November 1930 at abount 9 A.M. on the Farm premises.

C. V. RAMIAH,
For *Vice-Principal in charge.*

## BANGALORE DIVISION.

*Notice dated 7th November* 1930.

Notice is hereby given that sealed tenders will be received up to 2 P.M. of 25th November 1930, at the Office of the Executive Engineer, Bangalore Division, for running a Coffee Club in the compound of the Old Military Stores Building at Bangalore, used for holding the Magistrate's Courts for a period of one year.

2. Tenders which should be accompanied by an earnest money of Rs. 25 in cash only should be superscribed "Tenders for the running of a Coffee Club in the Old Military Stores Building."

3. The monthly rate of rent offered in the tender must be paid monthly in advance before the 5th of each month.

4. The rate of rent offered should be written both in words and figures.

5. The acceptance of tender rests with the Executive Engineer, Bangalore Division, who will have the power to reject or to accept any tender without assigning any reason. His orders will be final and binding on all tenderers.

6. The earnest money of the unsuccessful tenderers will be refunded.